

**Fill in this information to identify the case:**

Debtor 1 Cherly A Vaughn Curry

Debtor 2

United States Bankruptcy Court for the: Eastern District of Pennsylvania

Case number : 16-17726

**Official Form 410S1**

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1.

**Name of creditor:** BANK OF AMERICA, N.A.

**Court claim no.** 6  
(if known):

**Last 4 digits** of any number  
you use to identify the debtor's  
account: 5430

**Date of payment change:** 01/01/2020  
Must be at least 21 days after date of  
this notice

**New total payment:** \$498.16  
Principal, interest, and escrow, if any

**Part 1: Escrow Account Payment Adjustment**

**1. Will there be a change in the debtor's escrow account payment?**

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law.  
Describe the basis for the change. If a statement is not attached, explain why:

**Current escrow payment:** \$222.03

**New escrow payment:** \$206.12

**Part : 2 Mortgage Payment Adjustment**

**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a  
notice is not attached, explain why:

**Current interest rate:**  
**Current Principal and interest payment:**

**New interest rate:**  
**New principal and interest payment:**

**Part 3: Other Payment Change**

**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification  
agreement. (Court approval may be required before the payment change can take effect).

Reason for change:

**Current mortgage payment:**

**New mortgage payment:**

Debtor 1 Cherly A Vaughn Curry  
First Name Middle Name Last Name

Case number (if known) 16-17726

**Part 4:** Sign Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box:*

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

/s/ Julian Cotton

Signature

Date 12/02/2019

Print: Julian Cotton

Title Authorized Agent for Creditor

Company Padgett Law Group

Address 6267 Old Water Oak Road, Suite 203

Tallahassee FL, 32312

Contact phone (850) 422-2520

Email bkcrm@padgettlawgroup.com

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 2nd day of December, 2019.

/S/ Julian Cotton

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JULIAN COTTON  
PADGETT LAW GROUP  
6267 Old Water Oak Road, Suite 203  
Tallahassee, FL 32312  
(850) 422-2520 (telephone)  
(850) 422-2567 (facsimile)  
bkcrm@padgettlawgroup.com  
*Authorized Agent for Creditor*

**SERVICE LIST (CASE NO. 16-17726)**

Debtor

Cherly A Vaughn-Curry  
1341 Farrington Rd.  
Philadelphia, PA 19151  
aka Cherly B Curry  
aka Cherly Curry  
aka Cherly Vaughn

Attorney

ALFONSO G. MADRID  
Law Office of Alfonso Madrid  
757 S. 8th St.  
Philadelphia, PA 19147

Trustee

WILLIAM C. MILLER, Esq.  
Chapter 13 Trustee  
P.O. Box 1229  
Philadelphia, PA 19105

US Trustee

United States Trustee  
Office of the U.S. Trustee  
200 Chestnut Street  
Suite 502  
Philadelphia, PA 19106



----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS  
GREATER THAN THE REQUIRED LOW POINT BALANCE (RLP) ,  
THEN YOU HAVE AN ESCROW SURPLUS....

YOUR ESCROW SURPLUS IS...383.05 \*

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$0.00.

\*The statement assumes all past due payments have been made toward your loan. If there are past due payments, this amount may not be accurate.

PLEASE CALL THE ABOVE PHONE NUMBER REGARDING YOUR SURPLUS.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

PRIN & INTEREST	292.04 *
ESCROW PAYMENT	206.12
BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 01/01/20 ==>	498.16

\* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$444.06. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$412.24.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN \* NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:				
02/18	\$225.92	03/18	\$225.92	04/18 \$4,697.64*

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to [www.consumerfinance.gov/find-a-housing-counselor](http://www.consumerfinance.gov/find-a-housing-counselor).

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.